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July 30, 1993

RECORDATION NO. 8011 FILED 1425

JUL 30 1993 2-30 PM

INTERSTATE COMMERCE COMMISSION

BY MESSENGER

Mr. Sidney L. Strickland Jr.
Secretary
Interstate Commerce Commission
Twelfth St. and Constitution Ave., N.W.
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is Amendment No. 1 to Lease of Railroad Equipment, a secondary document, dated July 30, 1993.

The primary document to which this is connected is recorded under Recordation No. 8011.

The names and addresses of the parties to the documents are as follows:

Lessor: Trust Company for USL, Inc., as Trustee under
U.C. Trust No. 11
1211 West 22nd Street
Oak Brook, Illinois 60521

Lessee: Union Carbide Chemicals and
Plastics Company Inc.
(formerly named Union Carbide Corporation)
39 Old Ridgebury Road
Danbury, Connecticut 06817-0001

A description of the equipment covered by the document is set forth in Annex A attached to this letter and made a part hereof.

Anthony J. Byrne

Mr. Sidney L. Strickland, Jr.
July 19, 1993
Page 2

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Barbara B. Powell, Thompson & Mitchell, 700 14th Street, N.W., Suite 900, Washington, D.C. 20005.

A short summary of the document to appear in the index follows:

Amendment No. 1 to Lease of Railroad Equipment with Recordation number 8011 dated July 30, 1993 between the Lessor and the Lessee and covering one hundred eighty-seven (187) tank cars, road numbers RAIX 7015-7030, 7032-7043, 2500-2539, 6401-6411, 6413-6429, 6433-6449, 6451-6454, 9077-9093, 9095-9101, 9103-9120, 6378, 6380-6400, 713-718, inclusive.

Very truly yours,

THOMPSON & MITCHELL

Barbara B. Powell

By

Barbara B. Powell
Attorney for the parties

Attachment and Enclosures

Annex A

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS (RAIX)</u>
28	DOT111a100w4 Tank Cars	7015-7030,7032-7043
40	DOT105A200W Tank Cars	2500-2539
49	DOT111A100W1 Tank Cars	6401-6411,6413-6429,6433-6449,6451-6454
42	DOT111A60ALW1 Tank Cars	9077-9093,9095-9101,9103-9120
22	DOT111100W1 Tank Cars	6378,6380-6400
6	AAR204W Tank Cars	713-718

Interstate Commerce Commission
Washington, D.C. 20423

7/30/93

OFFICE OF THE SECRETARY

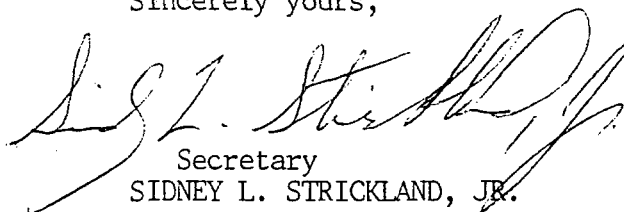
Barbara B. Powell
Thompson & Mitchell
700 14th St N.W. Suite 900
Washington, D.C. 20005-1010

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **7/30/93** at **2:30pm**, and assigned
recordation number(s).

8011-B 8012-C & 8012-D

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/16/10

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

RECORDATION NO. 80111B FILED 1425
JUL 30 1993 2-30 PM
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT dated July 30, 1993 ("Amendment No. 1") between TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as trustee under the Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975, among it, United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the trustee, and Ford Motor Credit Company, a Delaware corporation, the trustor named therein ("Lessor") and UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., a New York Corporation (formerly UNION CARBIDE CORPORATION) ("Lessee").

R E C I T A L S:

WHEREAS, the Lessor and the Lessee are parties to a Lease of Railroad Equipment dated as of February 1, 1975 (the "Original Lease", and together with this Amendment No. 1, herein called the "Lease"), which provided for the hire of certain railroad equipment by Lessee from Lessor for the rent and subject to the terms and conditions therein set forth; and

WHEREAS, the Lessor and the Lessee have determined that it is in the best interest of the parties hereto to refinance the Railroad Equipment Notes ("Railroad Equipment Notes") issued by the Lessor in connection with the financing of the Items of Equipment pursuant to the Loan Agreement, as that term is defined in the Original Lease and the Security Agreement - Trust Deed dated as of February 1, 1975, between the Lessor and Mellon Bank, N.A. (successor to Harris Trust and Savings Bank) ("Secured Party") in order to reduce the interest rate of the debt Railroad Equipment Notes; and

WHEREAS, the Lessee has agreed to pay to the Lessor, as Supplemental Rent, an amount equal to the premium payable to the holders of the Railroad Equipment Notes in connection with the prepayment of the Railroad Equipment Notes; and

WHEREAS, on the date hereof, the Lessor has prepaid the outstanding principal balance of the Railroad Equipment Notes, together with accrued interest thereon, and premium, in part through the issuance of 6.55% Trust No. 11 Railroad Equipment Notes, 1993 Series as further described in Amendment No. 3 to Security Agreement - Trust Deed dated the date hereof between the Lessor and Secured Party; and

WHEREAS, in connection with the refinancing of the Railroad Equipment Notes, the Lessor and the Lessee desire to amend the Original Lease to provide for the payment of Supplemental Rent and the reduction in the Periodic Rent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

ADDITIONS, DELETIONS AND AMENDMENTS TO THE AMENDED LEASE

(a) The definition for the terms "Item of Equipment" or "Item" set forth in Section 1.01 of the Original Lease, is hereby amended to refer to the various railroad tank cars described in Annex A to Amendment No. 1.

(b) New paragraphs "(e)" and "(f)" are hereby added to Section 2.01 immediately following paragraph "(d)" which shall read as follows:

"(e) Revised Periodic Rent for Primary Term. Notwithstanding anything in Section 2.01(b) to the contrary, commencing on the Rent Payment Date of January 30, 1994, for each Item of Equipment delivered on July 30, 1975, an amount equal to the percentage for the applicable Rent Payment Date shown on Schedule 1 to Lease Supplement No. 1 (attached to Amendment No. 1 as Annex B - Schedule I) multiplied by the Total Cost of such Item for each of the 16 Rent Payment Dates remaining during the Primary Term; for each Item of Equipment delivered on February 3, 1976, an amount equal to the percentage for the applicable Rent Payment Date shown on Schedule 1 to Lease Supplement No. 2 (attached to Amendment No. 1 as Annex B - Schedule II) multiplied by the Total Cost of such Item for each of the 17 Rent Payment Dates remaining during the Primary Term; for each Item of Equipment delivered on August 3, 1976, an amount equal to the percentage for the applicable Rent Payment Date shown on Schedule I to Lease Supplement No. 3 (attached to Amendment No. 1 as Annex B - Schedule III) multiplied by the Total Cost of such Item for each of the 18 Rent Payment Dates remaining during the Primary Term; and for each Item of Equipment delivered on August 2, 1977 on amount equal to the percentage for the applicable Rent Payment Date shown on Schedule I to the Lease Supplement No. 4 (attached to Amendment No. 1 as Annex B - Schedule IV) multiplied by the Total Cost of such Item for each of the 20 Rent Payment Dates remaining during the Primary Term.

(f) Supplemental Rent In Connection With Prepayment of Railroad Equipment Notes. In the event the Lessee consents to the election by the Lessor to prepay the Railroad Equipment Notes ("Railroad

Equipment Notes"), which were issued by the Lessor pursuant to the Loan Agreement, in accordance with the terms of the Security Agreement - Trust Deed dated as of February 1, 1975 between the Lessor and Mellon Bank, N.A. ("Secured Party), as amended, (which consent Lessee has given) the Lessee hereby agrees to provide funds to pay the applicable prepayment premium on the Railroad Equipment Notes by making a payment of Supplemental Rent."

(c) Section 11.02 is hereby amended by deleting "10¾%" and substituting "6.55%" therefor.

(d) Section 19 is hereby amended by deleting "11¼%" and substituting "7.50%" therefor.

ARTICLE SECOND

MISCELLANEOUS

(a) This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

(b) This Amendment No. 1 shall be construed with and as part of the Original Lease, as amended and supplemented hereby.

(c) The Original Lease, as amended and supplemented by this Amendment No. 1, is in all respects confirmed and shall, as so amended and supplemented, remain in full force and effect.

(d) THIS AMENDMENT NO. 1 SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY APPLICABLE FEDERAL LAW.

IN WITNESS WHEREOF, this Amendment No. 1 to Lease of Railroad Equipment has been duly executed and delivered as of the day and year first above written.

TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as trustee under the Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975, Lessor

By: Bruce E. Blossat
Bruce E. Blossat
Vice President

UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., Lessee

By: P. N. Jones J. W.
Title: VP, Treasurer & Principal Financial Officer
Officer

CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On July 28, 1993 before me, Phyllis R. ORLIK,
personally appeared Bruce E. Blossat, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument, the entity
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Phyllis R. Orlik
(Notary)



CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)
COUNTY OF Fairfield)

On July 29, 1993 before me, Ellen M. Molloy,
personally appeared Thomas D. Jones, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized
capacity, and that by her signature on the instrument, the entity
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ellen M. Molloy
(Notary)

(Seal)

ELLEN M. MOLLOY
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

Annex A

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS (RAIX)</u>
28	DOT111a100w4 Tank Cars	7015-7030,7032-7043
40	DOT105A200W Tank Cars	2500-2539
49	DOT111A100W1 Tank Cars	6401-6411,6413-6429,6433-6449,6451-6454
42	DOT111A60ALW1 Tank Cars	9077-9093,9095-9101,9103-9120
22	DOT111100W1 Tank Cars	6378,6380-6400
6	AAR204W Tank Cars	713-718

AMENDED SCHEDULE 1

Annex B

Equipment Delivered on July 30, 1975

<u>Payment Date</u>	<u>Percentage of Total Cost</u>
1/30/94	3.753865700%
7/30/94	3.771727400%
1/30/95	3.790394300%
7/30/95	3.809901000%
1/30/96	3.830285400%
7/30/96	3.851587200%
1/30/97	3.873847500%
7/30/97	3.897111000%
1/30/98	3.921418900%
7/30/98	3.946820700%
1/30/99	3.973367400%
7/30/99	4.001107100%
1/30/00	4.030095700%
7/30/00	4.060384400%
1/30/01	4.092014500%
3/30/01	1.363992700%

SCHEDULE I

Annex B

Equipment Delivered on February 8, 1976

<u>Payment Date</u>	<u>Percentage of Total Cost</u>
1/30/94	3.736754800%
7/30/94	3.753848100%
1/30/95	3.771710600%
7/30/95	3.790376700%
1/30/96	3.809883000%
7/30/96	3.830266700%
1/30/97	3.851568100%
7/30/97	3.873827800%
1/30/98	3.897089200%
7/30/98	3.921397600%
1/30/99	3.946799700%
7/30/99	3.973344800%
1/30/00	4.001084500%
7/30/00	4.030072600%
1/30/01	4.060374100%
7/30/01	4.092004800%
9/30/01	1.364000100%

SCHEDULE II

Annex B

Equipment Delivered on August 3, 1976

<u>Payment Date</u>	<u>Percentage of Total Cost</u>
1/30/94	3.720381300%
7/30/94	3.736738800%
1/30/95	3.753831900%
7/30/95	3.771694700%
1/30/96	3.790361000%
7/30/96	3.809867000%
1/30/97	3.830251200%
7/30/97	3.851552500%
1/30/98	3.873812400%
7/30/98	3.897074000%
1/30/99	3.921382700%
7/30/99	3.946784700%
1/30/00	3.973330100%
7/30/00	4.001070200%
1/30/01	4.030058300%
7/30/01	4.060350400%
1/30/02	4.091993800%
3/30/02	1.363995300%

SCHEDULE III

Annex B

Equipment Delivered on August 2, 1977

<u>Payment Date</u>	<u>Percentage of Total Cost</u>
1/30/94	3.689765100%
7/30/94	3.704743200%
1/30/95	3.720395600%
7/30/95	3.736752800%
1/30/96	3.753845400%
7/30/96	3.771708800%
1/30/97	3.790373500%
7/30/97	3.809879500%
1/30/98	3.830264500%
7/30/98	3.851563800%
1/30/99	3.873824500%
7/30/99	3.897085300%
1/30/00	3.921393400%
7/30/00	3.946794700%
1/30/01	3.973340900%
7/30/01	4.001080200%
1/30/02	4.030068000%
7/30/02	4.060516100%
1/30/03	4.092000800%
3/30/03	1.364000300%

SCHEDULE IV